

Change of Control Agreement

By and Among

**CITY OF ATLANTA, GEORGIA
MEDIA ONE OF COLORADO, INC.
AND
AT&T COMCAST CORPORATION**

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CHANGE OF CONTROL AGREEMENT

THIS CHANGE OF CONTROL AGREEMENT (the "Agreement") is made this _____ day of _____, 2002, by and among the City of Atlanta (the "City"); Media One of Colorado, Inc., duly authorized to transact business in the State of Georgia ("the Franchisee"); and AT&T Comcast Corporation, duly authorized to transact business in the State of Pennsylvania ("AT&T Comcast"). The Parties in this Agreement shall include and refer to the City, the Franchisee and AT&T Comcast. The Franchisee and AT&T Comcast may be referred to collectively herein as "Companies."

RECITALS

WHEREAS, the Franchisee currently holds a cable franchise ("the Cable Franchise Agreement") from the City, subject to the terms and conditions of the City of Atlanta's Cable Franchise Ordinance (the "Ordinance" or the "Cable Ordinance");

WHEREAS, at the time of this Agreement, AT&T Corp. is the parent corporation and has ultimate control of the Franchisee;

WHEREAS, on February 28, 2002, AT&T Corp. and AT&T Comcast filed materials, including an FCC Form 394 (the "Application") with the City seeking the City's consent to a transaction (the "Proposed Transaction") by which AT&T Comcast will become the parent corporation with ultimate control over the Franchisee that operates the cable television system currently serving the City (the "System");

WHEREAS, pursuant to the Ordinance, the Franchisee is required to seek the consent of the Atlanta City Council prior to the consummation of the Proposed Transaction;

WHEREAS, AT&T Corp. and AT&T Comcast have represented to the City that the Proposed Transaction will result in no change in the Franchisee and that the Proposed Transaction will result in no change in local management or operations that will contravene Franchisee's obligations under the Ordinance;

WHEREAS, pursuant to the Ordinance, the City has reviewed, among other things, the Application and other information submitted by AT&T Corp. and AT&T Comcast and the qualifications of AT&T Comcast.

WHEREAS, the City Council has adopted an Ordinance consenting to the Proposed Transaction subject to the terms and conditions of this Change of Control Agreement.

NOW, THEREFORE, in consideration of the City's consent to the Proposed Transaction, and subject to the terms and conditions of this Agreement, **THE PARTIES DO HEREBY AGREE** as follows:

1. CHANGE OF CONTROL

- 1.1 In consideration of the promises and performances of the Companies, as expressed in this Agreement and the Application, the City will consent to the Proposed Transaction as described in the Application.
- 1.2 The Companies and the City reserve all rights and remedies available to each of the parties which are not expressly granted in this Agreement.
- 1.3 Neither this Agreement, nor any other action or omission by the City at or before the execution of this Agreement shall be construed to grant the City's consent to any future transfer of the Franchise and/or the System, and/or change in ownership and/or control of the Franchise and/or the System, or to mean that the City's consent to any future transaction is not required

2. RESERVATION OF RIGHTS

2.1 The Companies agree that neither the City's consent to the Proposed Transaction nor the consummation of the Proposed Transaction shall (a) in any way waive, diminish or otherwise affect adversely any right that the City has, may have, or may at any time or in any manner subsequently acquire, with respect to any matter, including, without limitation, (1) the right of the City to require compliance with the terms of the Ordinance, and (2) the Franchisee's past compliance with the Ordinance; or (b) in any way waive, diminish or otherwise affect adversely any right, remedy, recourse or recovery the City would have had with respect to any matter, including, but not limited to, any renewal of the Franchise accruing prior to the consummation of the Proposed Transaction or to consider in any renewal breaches occurring prior to the consummation of the Proposed Transaction, and any right of the City to compensation or other remedies with respect to alleged prior breaches of the Ordinance, the Franchise Agreement or any other prior commitment made with respect to performance under the Ordinance or the Franchise Agreement, had the City's consent to the Transaction never occurred. The Franchisee shall continue to assume all existing franchise liabilities and obligations.

3. ACCEPTANCE OF FRANCHISE OBLIGATIONS

3.1 Subject to Section 1.2 of the Cable Franchise Agreement, Franchisee hereby accepts, acknowledges, and agrees that, after the Proposed Transaction, it will continue to be bound by all the commitments, duties, and obligations, present,

continuing and future, embodied in the Ordinance and that the Proposed Transaction will have no effect on these obligations.

- 3.2 Nothing in this Agreement amends or alters the Ordinance or any requirements therein in any way.
- 3.3 By the signatures below, the Franchisee, agrees that, from and after the consummation of the Proposed Transaction, that it will not take any action inconsistent with the provisions set forth in the Ordinance and shall comply with (when executed and delivered) this Agreement.
- 3.4 By the signatures below, AT&T Comcast, as the ultimate owner of the Franchisee after the consummation of the Proposed Transaction, hereby confirms the certification set forth in Section V, Part II of the FCC Form 394 that the Franchisee will comply with the terms of the Ordinance and applicable state laws or local ordinances and related regulations, and will effect changes, as promptly as practicable, in the operation of the System, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing. This certification shall not release the Franchisee from any obligations or liabilities under the Ordinance, whether arising prior to, simultaneously with, or subsequent to the consummation of the Proposed Transaction. AT&T Comcast acknowledges and agrees that the change of control will not affect, diminish, impair or supercede the binding nature of the existing valid ordinances, resolutions and agreements applicable to operation of the System, including but not limited to any existing guarantees.

4. PAYMENT OF COSTS

Within fifteen (15) days of the effective date of this Agreement, the Franchisee shall pay to the City the application fee of \$25,000.00 as set forth in Section 14.3 of the Ordinance. The payments made pursuant to this Section 6 shall not be deemed to be “franchisee fees” within the meaning of Section 622 of the federal Cable Act (47 U.S.C. Section 542) and such payments shall not be deemed to be (i) “payments-in-kind” or involuntary payments chargeable against the compensation to be paid to the City by the Franchisee pursuant to the Ordinance, or (ii) part of the compensation to be paid to the City by the Franchisee pursuant to the Ordinance.

5. REPRESENTATIONS AND WARRANTIES OF CORPORATE STRUCTURE

Each of the Companies hereby represents and warrants that at the time of the execution of this Agreement: (a) it is a corporation or partnership duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized; (b) the execution and delivery of, and performance by such Company under this Agreement are within such Company’s power and authority without the joinder or consent of any other party and have been duly authorized by all requisite corporate or partnership actions on the part of such Company and are not in contravention of such Company’s charter, by-laws and/or other organization documents; and (c) the execution and delivery of this Agreement does not contravene, result in a breach of, or constitute a default under any contract or agreement to which any of the Companies is a party or by which any of them or any of their properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both), and do

not violate or contravene any law, order, decree, rule, regulation, or restriction to which any of them is subject.

6. GENERAL REPRESENTATIONS AND WARRANTIES

The Franchisee hereby represents and warrants that at the time of the execution of this Agreement the following existing conditions of the Cable Franchise Agreement have been fulfilled or otherwise performed:

- (a) Except as provided in Section 7 of the General Terms and Conditions of this Agreement, the Franchisee has substantially upgraded the cable system in accordance with the requirements stated within Section 9.1 of the Cable Franchise Agreement, Franchisee represents that the work was completed by December 31, 1999;
- (b) In accordance with and subject to Section 9.16 of the Cable Franchise Agreement and applicable law, in the event that technology or equipment has facilitated the deployment of new services in the three (3) largest cable systems within the majority of the largest twenty-five (25) MSAs (Metropolitan Statistical Areas) to a level of products, services or technology exceeding that offered on the System, the Franchisee shall undertake such improvements in the System to provide a level of products, services, or technology equal to or better than those offered in the three (3) largest cable systems within the majority of the largest twenty five (25) MSAs. These improvements shall include, but are not necessarily limited to: greater operational downstream bandwidth; network status monitoring; digitally-compressed video; interactive service such as on-line computing, video-on-

demand, video games and/or shop-at-home. Improvement efforts shall commence within one (1) year of the initial date that the enhanced products, services or technology are offered as set out herein. The enhanced products, services or technology shall be made available to all service areas of the Franchisee's System within two (2) years of that date. These requirements are exclusive of experimental and/or market tests.

- (c) Franchisee will not charge a subscriber for replacement of a drop that does not carry the appropriate signal as defined by the FCC technical standards.
- (d) The Franchisee will comply with the requirements of Section 11.12 of the Franchise Agreement, as amended, and if the City elects to redesignate an access channel from public, educational, or governmental access to a commercial channel, the Franchisee shall agree to such redesignation.
- (e) The current Public, Educational, and Governmental (PEG) feeds from the origination studios in City Hall, People TV, Clark Atlanta University, Atlanta Public Schools , and the Atlanta Fulton County Public library to the Companies are a mixture of fiber optic and coaxial connections;
- (f) In accordance with and subject to Section 11.7.6 of the Cable Franchise Agreement, the Franchisee shall assure that the signal quality and reliability from all access origination points specified herein, or as may be designated in the future, meet the same technical standards as the remainder of the System as set forth herein;
- (g) In accordance with and subject to Section 11.7.1 of the Cable Franchise Agreement, portions of the coaxial Special Services Network (SSN) are utilized in

providing access origination capacity to the City Hall, City Hall East, People TV and Atlanta-Fulton County Public Library sites.

7. GENERAL TERMS AND CONDITIONS

As a condition to the City's consent to the Proposed Transaction, the Parties agree to the following terms and conditions:

- (a) In accordance with and subject to Section 11.7.6 of the Cable Franchise Agreement, the Franchisee shall assure that the PEG programming signal quality and reliability from all access origination points specified in the Agreement meet the same technical standards as the remainder of the System, including but not limited to replacing any remaining coaxial links used by the designated access entities into the System with fiber links within six months of the effective date of this Agreement. In addition, after the coaxial links into the System have been replaced with fiber links, the Franchisee shall test said access programming signals to determine whether or not the signal meets the same technical standards as the remainder of the System. In the event said signals fail to meet the same quality of the remainder of the System, Franchisee shall undertake appropriate steps to ensure the quality of the signal is the same as the remainder of the System within six months of the effective date of this Agreement.
- (b) Franchisee shall identify the geographical areas that have not been fully upgraded within seven days of the effective date of this Agreement; provided, however, the Franchisee shall use best efforts to fully upgrade these areas within six months of the effective date of this Agreement; Franchisee shall promptly notify the City of

any construction impediments and events beyond control which prohibit completing the upgrade within said time period (such as acts of God, strikes, conflicts or labor unrest) and notify City of the first instance of delay. Upon receiving such notification, the parties shall endeavor to implement a plan of construction to expeditiously complete the upgrade.

- (c) In accordance with and subject to Section 9.16 of the Cable Franchise Agreement in the event that Video On Demand (“VOD”) is deployed in the three (3) largest cable systems within the majority of the largest twenty-five (25) MSAs, (Metropolitan Statistical Areas), Franchisee shall commence improvement efforts within one (1) year of the initial date that VOD is offered, as set out above. VOD shall be made available to all service areas of the Franchisee’s System within two (2) years of that date;
- (d) In accordance with, and subject to Section 9.16 of the Cable Franchise Agreement, in the event that Interactive Video (“ITV”) is deployed in the three (3) largest cable systems within the majority of the largest twenty-five (25) MSAs, (Metropolitan Statistical Areas), Franchisee shall commence improvement efforts within one (1) year of the initial date that ITV is offered, as set out above. ITV shall be made available to all service areas of Franchisee’s System within two (2) years of that date;
- (e) In accordance with, and subject to Section 9.16 of the Cable Franchise Agreement, in the event that High Definition Television (“HDTV”) is deployed in the three (3) largest cable systems within the majority of the largest twenty-five (25) MSAs, (Metropolitan Statistical Areas), Franchisee shall commence

improvement efforts within one (1) year of the initial date that HDTV is offered, as set out above. HDTV shall be made available to all service areas of Franchisee's System within two (2) years of that date;

- (f) The Parties shall review and assess the System capacity in 2005 in accordance with the terms of the Cable Franchise Agreement and/or Ordinance;
- (g) In accordance with and subject to Section 11.12 of the Cable Franchise Agreement, the Franchisee shall allocate sufficient resources to implement the following to strengthen and increase local minority programming:
 - (i) The Franchisee in consultation with the City shall develop a local minority programming survey. The Franchisee shall implement and conduct an annual survey of producers of local minority programming.
 - (ii) The Franchisee shall distribute the results of the survey to programmers from whom the Franchisee purchases programming. The Franchisee shall provide the City with the results of such survey on or before December 2003;
 - (iii) Every two years, Franchisee shall conduct a conference at the Franchisee's Atlanta facilities or other appropriate location to bring together local producers of minority programming and buyers of programming; and
 - (iv) In the event that the City elects to establish a minority programming service, the Franchisee shall cablecast such minority programming service on one of the channels identified in Section 11.1 of the First Amendment to the Cable Franchise Agreement. If the City elects to redesignate said

channel from public, educational, or governmental access channel to a commercial channel, Franchisee shall agree to such redesignation. Such programming service may be operated for any purpose the City shall designate, including a commercial purpose, and may be operated by the City or by an entity to be designated by the City. The funds described in Section 11.14 of the Cable Franchise Agreement, as amended, may be utilized to fund the planning, implementation, and operation of the minority programming service;

- (h) The Franchisee shall, with the cooperation of the City, develop and implement a plan to promote the awareness of the PEG Channels and the Community Technology Centers by December 2002;
- (i) The Franchisee and the City shall meet within three (3) months of the effective date of this Agreement to discuss the City's ascertainment of the need for an Inter-Franchise Interconnect and engage in cooperative planning, implementation of Section 11.9.1 of the Cable Franchise Agreement;
- (j) The Franchisee agrees to review and discuss outstanding issues and unresolved methods of calculation, including among other things, surrounding revenue generated from Cable Advertising of Metropolitan Atlanta ("CAMA"). The Franchisee further agrees to use best efforts to resolve all outstanding CAMA issues by December 2002;
- (k) Recognizing the effect the Proposed Transaction may have on the quality of customer service, to the extent practicable, the Franchisee shall use its best efforts to maintain the present number of customer service centers in the City, In

addition, to the extent practicable, the Franchisee shall exercise good faith efforts to consider locating in the City, call and customer service centers serving Atlanta.

- (l) Upon entering a Bulk Rate Agreement with and receiving written authorization from the Atlanta Housing Authority (“AHA”) or its designee, the Franchisee agrees to provide cable service to each unit within the AHA high rise facilities identified in Attachment A hereto. The Franchisee shall use best efforts to provide cable service pursuant to such Bulk Rate Agreement within 60 days of the date of said Bulk Rate Agreement. The monthly Bulk Rate for Basic Broadcast Tier Service may be less than, however, in no event shall it exceed \$5.00 per unit;
 - (i) The Franchisee shall also provide the community room in each of the AHA Highrises identified in attachment A, one free outlet and Expanded Basic Cable Service so long as Service is being provided to said high rises. If additional internal wiring is necessary to provide such service to the community room, the Franchisee shall at its own cost and expense, provide such wiring. Currently, Expanded Basic Cable Service includes Broadcast Basic Service and approximately an additional forty-four (44) channels. In the event Expanded Basic Cable Service substantially changes, the community room in each of the AHA Highrises shall receive comparable service.
 - (ii) Franchisee upon request, shall provide one free cable modem and residential service to each of the aforementioned facilities. Any cable modem provided pursuant to this Agreement shall be placed in a secure

area away from the general public and is for the exclusive use of the residents of said facility.

- (m) With reasonable notice, the Franchisee in the presence of an engineer designated by the City, shall perform tests, analyze and report on the performance of the cable system as specified in Section 9.10.4 of the Cable Franchise Agreement within sixty (60) days of the effective date of this Agreement.
- (n) Franchisee shall provide a copy of its maintenance log kept in accordance with and subject to Section 9.10.5 of the Cable Franchise Agreement showing the date, approximate time and duration and probable cause of all communication system outages within sixty (60) days of the effective date of this Agreement;
- (o) Franchisee shall in accordance with and subject to Section 9.10.5 of the Cable Franchise Agreement, maintain an annual log showing the date, approximate time and duration, type and probable cause of all cable communication systems outages whole or partial, due to causes other than routine testing or maintenance;
- (p) In the event the Franchisee acquires or locates conduits or poles in the City of Atlanta, Franchisee shall comply with Section 10.3.19 of the Cable Franchise Agreement. In accordance with and subject to Section 10.3.19 of the Cable Franchise Agreement, the Companies shall grant to the City, free of expense joint use of any and all poles and up to twenty-five (25) percent of any unused conduit space owned by it for any proper municipal purposes; insofar as it may be done without interfering with the free use of the Franchisee's own wires and fixtures.

- (q) The Franchisee is hereby notified, pursuant to Section 11.1, as amended, of the Cable Franchise Agreement, the City requests two additional channels for PEG purposes; and
- (r) Franchisee shall make available to subscribers upon request copies of the Federal Communication Commission (FCC) customer service standards.

8. BREACH

In the event of a breach of a material term or condition of this Agreement or any persistent failure to comply with any term or condition of this Agreement, which breach or persistent failure shall continue for more than thirty (30) days after written notice from the City, such breach or failure shall constitute a substantial violation of a material provision of the Cable Franchise Agreement and shall entitle the City to all rights and remedies for such a violation under the Ordinance, the Cable Franchise Agreement and under applicable law.

9. MISCELLANEOUS PROVISIONS

- 9.1 **Information to the City.** One or more of the Companies shall keep the City informed of the progress in completing the Proposed Transaction and shall promptly, within thirty (30) days, inform the City in writing when the Proposed Transaction has been consummated.
- 9.2 **Material Changes.** The Companies acknowledge that the City is approving the Proposed Transaction on the basis of the information submitted to the City in and

accompanying the Application as well as information provided during the City's consideration of the Application.

If there is any material change in the Proposed Transaction or the information submitted in or with the Application or during the City's consideration thereof, or if the Proposed Transaction is not completed substantially in accordance with such submitted information, the Companies shall inform the City in writing within thirty (30) days after such material change. If the City, in its reasonable discretion, determines that (a) such material change in the Proposed Transaction or in such submitted information has a material adverse affect on the ability of the Companies to perform fully the obligations set forth in this Agreement or the Ordinance; or (b) such material change involves the transfer of control of the Franchisee to a third party or the transfer of the Cable Franchise Agreement to a third party, then the further consent of the City shall be required.

9.3 **No Waiver.** Nothing in this Agreement shall be construed to waive any of the City's rights with regard to its regulatory or franchising authority, or alter the terms and conditions of the Ordinance, except as specifically provided for herein. Further, nothing in this Agreement shall be construed to waive any of the Franchisee's rights under the Ordinance or other applicable law, or alter the terms and conditions of the Ordinance, except as specifically provided for herein.

9.4 **No Waiver of Rights and Remedies under the Franchise Agreement.** No Failure of the City to insist upon the strict adherence to any term, condition or period of time shall operate to estop the City or waive any rights or remedies of the City which have or may accrue to the City hereafter.

- 9.5 **No Presumption of Renewal.** It is understood and agreed by the Parties that nothing in this Agreement is intended to grant renewal of the Franchise or to create a presumption of renewal of the Franchise. It is the City's intention to proceed with the renewal process as permitted and/or required by the Ordinance and applicable law.
- 9.6 **Effective Date.** This Agreement shall not become binding upon the City and the City shall incur no obligation under same unless and until this Agreement has been approved by the City Council, signed by the Mayor, approved as to form by the City Attorney, sealed by the Municipal Clerk and delivered to the Companies. The date upon which such signing and approval are completed shall be the "Effective Date" of this Agreement.
- 9.7 **Modification.** No statements, promises or inducements inconsistent with this Agreement made by any Party shall be valid or binding, unless in writing and executed by all parties. This Agreement may be modified only by written amendments hereto signed by all parties.
- 9.8 **Binding Acceptance.** This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns. Any purported assignment of this Agreement is void without the express written consent of the signatories.
- 9.9 **Voluntary Agreement.** This Agreement is freely and voluntarily given by each Party, without any duress or coercion, and after each Party has consulted with its counsel. Each Party has carefully and completely read all of the terms and provisions of this Agreement.

- 9.10 **Severability.** If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid, preempted, or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.
- 9.11 **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.
- 9.12 **Change of Law.** Subject to Section 1.2 of the Cable Franchise Agreement, the Franchisee must comply with the Cable Communications Ordinance and all generally applicable laws, Ordinances, codes and regulations then in effect or which come into effect. Subject to Section 1.2, in the event there is an adoption, promulgation, modification, repeal or change in the existing law, judicial interpretation of any applicable law or City Ordinances on or after the effective date of this Agreement, such change in law shall be deemed to be incorporated into this Agreement. This includes, without limitation and by way of illustration, the issue of Open Access.
- 9.13 **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Georgia and any applicable City of Atlanta local laws.
- 9.14 **Time of Essence.** In determining whether a Party has substantially complied with this Agreement, the Parties agree that time is of the essence.
- 9.15 **Captions and References.** The captions and headings of sections throughout this Agreement are intended solely to facilitate reading and reference to the sections

and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

- **end of page** -

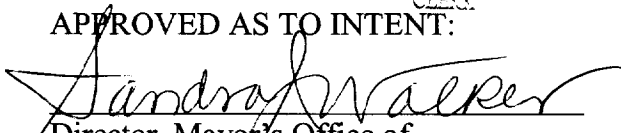
[signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this Change of Control Agreement
as of the date set forth above.

ATTESTS:

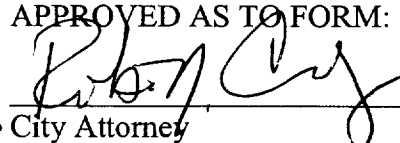

Municipal Clerk ASSISTANT DEPUTY MUNICIPAL CLERK

APPROVED AS TO INTENT:

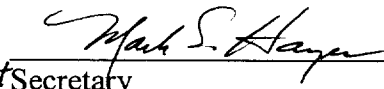

Director, Mayor's Office of
Communications


Chief Financial Officer

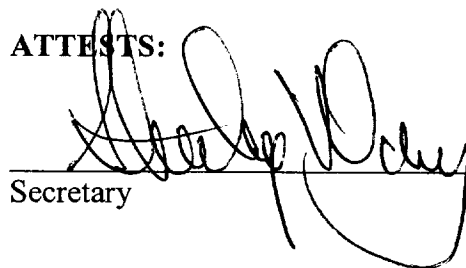
APPROVED AS TO FORM:


City Attorney

ATTESTS:

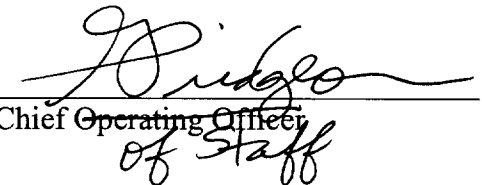

Assistant Secretary

ATTESTS:

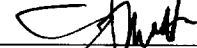

Secretary

CITY OF ATLANTA

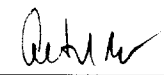
By: 
Mayor


Chief Operating Officer
of Staff

MEDIA ONE OF COLORADO, INC.

By: 
Name: Steve White
Title: Senior Vice President

AT&T COMCAST CORPORATION

By: 
Name: ARTHUR R. BLOCK
Title: Senior Vice President

02-0-0900

(Do Not Write Above This Line)

AN ORDINANCE

BY COUNCILPERSON CLAIRE MULLER

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CHANGE OF CONTROL AGREEMENT BETWEEN THE CITY OF ATLANTA, MEDIA ONE OF COLORADO, INC., AN INDIRECT SUBSIDIARY OF AT&T CORP., AND AT&T COMCAST CORPORATION, WHEREBY THE CITY WILL CONSENT TO THE CHANGE OF CONTROL OF THE CABLE FRANCHISEE FROM AT&T CORP. TO AT&T COMCAST CORPORATION.

ADOPTED BY

JUL 15 2002

COUNCIL

Rosalind Rubens Newell

ROSALIND RUBENS NEWELL
Interim City Attorney

AS AMENDED

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☒ PERSONAL PAPER REFER

Date Referred

5/20/02

Referred To:

City Utilities

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred to

City Utilities

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Public Hearing

Held Members 6/25/02

Refer To

City Utilities

Date

7/9/02

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Forwarded about 6/25/02

Public Hearing

Held Members 6/25/02

Refer To

FINAL COUNCIL ACTION

☒ 2nd

☐ 1st & 2nd

☐ 3rd

Readings

☐ Consent

☐ V Vote

☒ RC Vote

CERTIFIED

CERTIFIED
JUL 15 2002

CLARE MULLER
INTERIM CITY COUNCIL PRESIDENT

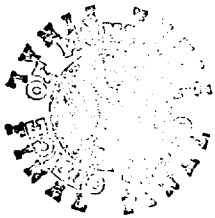
CERTIFIED
JUL 15 2002

CLAIRE MULLER
INTERIM CITY CLERK

MAJOR'S ACTION
APPROVED

Mayor 2/2/02

MAYOR



**AN ORDINANCE BY COUNCILPERSON CLAIR MULLER
AS AMENDED BY FULL COUNCIL**

02-0-0900

**AN ORDINANCE AUTHORIZING THE MAYOR TO
EXECUTE A CHANGE OF CONTROL AGREEMENT
BETWEEN THE CITY OF ATLANTA, MEDIA ONE OF
COLORADO, INC. , AN INDIRECT SUBSIDIARY OF AT&T
CORP., AND AT&T COMCAST CORPORATION,
WHEREBY THE CITY WILL CONSENT TO THE CHANGE
OF CONTROL OF THE CABLE FRANCHISEE FROM
AT&T CORP. TO AT&T COMCAST CORPORATION.**

WHEREAS, on January 1, 1995, a Cable Franchise was granted to Southern Multimedia Communications, Inc., a predecessor of MediaOne Group, Inc. d/b/a MediaOne of Colorado ("Franchisee") for the construction, reconstruction, operation and maintenance of a cable communications system within the City of Atlanta for a period of fifteen (15) years expiring January 1, 2010 (the "Cable Franchise"); and

WHEREAS, on November 15, 1999, the City consented to the change of control of the Franchisee from Media One to AT&T Corp.; and

WHEREAS, AT&T Broadband intends to merge with Comcast Corporation to create a new corporation to be known as AT&T Comcast Corporation ("AT&T Comcast"); and

WHEREAS, on February 28, 2002, AT&T Corp. and AT&T Comcast filed all necessary materials, including an FCC Form 394 with the City of Atlanta seeking the City's consent to the proposed transaction whereby AT&T Comcast Corporation will have ultimate control over the Franchisee and the cable communications system serving the City of Atlanta; and

WHEREAS, Franchisee will operate the system and continue to hold and be responsible for performance of the Cable Franchise; and

WHEREAS, pursuant to Section 14 of the City of Atlanta Cable Communications Ordinance and Section 17 of the Cable Franchise Agreement, every change, transfer, or acquisition of ownership or control of the franchise shall make the franchise subject to revocation unless and until the City shall have consented thereto; and



WHEREAS, pursuant to Section 14 of the City of Atlanta Cable Communications Ordinance and Section 17 of the Cable Franchise Agreement, the City may impose conditions on its consent regarding technical, operating, customer service and financial aspects of the cable system as well as the transferee's acceptance of conditions related to past non-compliance with the Franchise or Ordinance; and

WHEREAS, the Department of Law, the Department of Finance, and the Mayor's Office of Marketing and Communications have reviewed the transfer application and have determined that AT&T Comcast Corporation is qualified to become the ultimate parent company of the Franchisee; and

WHEREAS, the City consents to the change of control of the Franchisee from AT&T Corp. to AT&T Comcast Corporation.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS:

SECTION ONE: That the Mayor be and is hereby authorized to execute a Change of Control Agreement between the City of Atlanta, Franchisee and AT&T Comcast Corporation which sets forth the terms and conditions of the City's consent to the change of control in a form substantially similar to the draft agreement attached hereto.

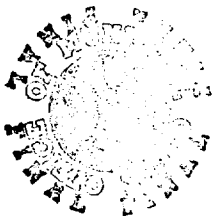
SECTION TWO: *That the City Attorney be and is hereby directed to prepare the appropriate contractual agreement for execution by the Mayor, to be approved by the City Attorney in substantially the form of that which attached hereto.*

A true copy,


Deputy Clerk

ADOPTED as amended by the Council
APPROVED by the Mayor

JULY 15, 2002
JULY 22, 2002



**CITY COUNCIL
ATLANTA, GEORGIA**

**AN ORDINANCE BY COUNCILPERSON CLAIR MULLER
AS AMENDED BY FULL COUNCIL**

02-0-0900

**AN ORDINANCE AUTHORIZING THE MAYOR TO
EXECUTE A CHANGE OF CONTROL AGREEMENT
BETWEEN THE CITY OF ATLANTA, MEDIA ONE OF
COLORADO, INC., AN INDIRECT SUBSIDIARY OF AT&T
CORP., AND AT&T COMCAST CORPORATION,
WHEREBY THE CITY WILL CONSENT TO THE CHANGE
OF CONTROL OF THE CABLE FRANCHISEE FROM
AT&T CORP. TO AT&T COMCAST CORPORATION.**

WHEREAS, on January 1, 1995, a Cable Franchise was granted to Southern Multimedia Communications, Inc., a predecessor of MediaOne Group, Inc. d/b/a MediaOne of Colorado ("Franchisee") for the construction, reconstruction, operation and maintenance of a cable communications system within the City of Atlanta for a period of fifteen (15) years expiring January 1, 2010 (the "Cable Franchise"); and

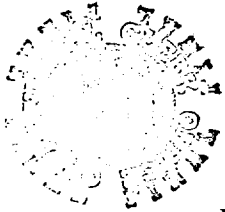
WHEREAS, on November 15, 1999, the City consented to the change of control of the Franchisee from Media One to AT&T Corp.; and

WHEREAS, AT&T Broadband intends to merge with Comcast Corporation to create a new corporation to be known as AT&T Comcast Corporation ("AT&T Comcast"); and

WHEREAS, on February 28, 2002, AT&T Corp. and AT&T Comcast filed all necessary materials, including an FCC Form 394 with the City of Atlanta seeking the City's consent to the proposed transaction whereby AT&T Comcast Corporation will have ultimate control over the Franchisee and the cable communications system serving the City of Atlanta; and

WHEREAS, Franchisee will operate the system and continue to hold and be responsible for performance of the Cable Franchise; and

WHEREAS, pursuant to Section 14 of the City of Atlanta Cable Communications Ordinance and Section 17 of the Cable Franchise Agreement, every change, transfer, or acquisition of ownership or control of the franchise shall make the franchise subject to revocation unless and until the City shall have consented thereto; and



WHEREAS, pursuant to Section 14 of the City of Atlanta Cable Communications Ordinance and Section 17 of the Cable Franchise Agreement, the City may impose conditions on its consent regarding technical, operating, customer service and financial aspects of the cable system as well as the transferee's acceptance of conditions related to past non-compliance with the Franchise or Ordinance; and

WHEREAS, the Department of Law, the Department of Finance, and the Mayor's Office of Marketing and Communications have reviewed the transfer application and have determined that AT&T Comcast Corporation is qualified to become the ultimate parent company of the Franchisee; and

WHEREAS, the City consents to the change of control of the Franchisee from AT&T Corp. to AT&T Comcast Corporation.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS:

SECTION ONE: That the Mayor be and is hereby authorized to execute a Change of Control Agreement between the City of Atlanta, Franchisee and AT&T Comcast Corporation which sets forth the terms and conditions of the City's consent to the change of control in a form substantially similar to the draft agreement attached hereto.


SECTION TWO: *That the City Attorney be and is hereby directed to prepare the appropriate contractual agreement for execution by the Mayor, to be approved by the City Attorney in substantially the form of that which attached hereto.*

A true copy,


Deputy Clerk

ADOPTED as amended by the Council
APPROVED by the Mayor

JULY 15, 2002
JULY 22, 2002



RCS# 3883
7/15/02
3:57 PM

Atlanta City Council

Regular Session

02-O-0900

Change of Control Agree with MediaOne
of Colorado, Inc. & AT&T Comcast
ADOPT AS AMEND

YEAS: 15
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

02-O-0900

**Change of Control Agreement
By and Among
CITY OF ATLANTA, GEORGIA
MEDIA ONE OF COLORADO, INC. AND AT&T COMCAST CORPORATION
Attachment A**

List of City of Atlanta Highrises:

1. Barge Road Highrise
2. Cheshire Bridge Road Highrise
3. John O. Chiles Highrise
4. Cosby Spear Towers Highrise
5. East Lake Towers Highrise
6. Georgia Avenue Highrise
7. Graves Annex Highrise
8. Graves Highrise
9. Hightower Manor Highrise
10. Juniper & 10th Highrise
11. Marian Road Apts. Highrise
12. Marietta Road Highrise
13. MLK Memorial Building Highrise
14. Palmer House Highrise
15. Peachtree Road Highrise
16. Piedmont Road Highrise
17. Roosevelt House Highrise
18. Quality Living Services—Campbellton Road
19. Baptist Towers
20. Epworth Towers

Financial Statement - December 31, 2000**St. Paul Fire and Marine Insurance Company****Assets****Liabilities, Surplus & Other Funds**

Bonds	\$ 6,734,860,738
Stocks	4,674,162,869
Real Estate	707,301,872
Cash on Hand/Deposit	6,119
Short Term Investments	437,833,140
Other Invested Assets	1,323,170,878
Receivable for Securities	53,590,110
Agents' Balances	1,112,095,358
Funds held dep. with Reins Co.	69,915,987
Reinsurance Recoverable	123,640,964
Guaranty Funds Receivable	4,631,048
EDP Equipment	20,727,523
Accrued Interest & Dividends	122,253,901
Receivable from Affiliates	117,852,028
Equity/Deposits/Pools & Assoc.	44,569,953
Other Assets	<u>83,189,994</u>

Losses	\$ 5,765,351,748
Reins. Payable on Paid Losses	44,414,839
Loss Adjustment Expenses	1,481,280,376
Contingent Commissions	38,583,444
Other Expenses	138,907,115
Taxes, Licenses and Fees	41,858,988
Federal & Foreign Income Taxes	40,356,086
Unearned Premiums	1,673,585,306
Dividends Unpaid - Policyholders	28,998,790
Fund Held - Reins. Treaties	79,394,677
Funds Withheld	83,010,621
Remittances and items not allocated	3,621,770
Provision for Reinsurance	112,370,524
Excess Statutory Reserves	14,172,627
Adjustment for Foreign Exchange	68,143,377
Drafts Outstanding	121,747,513
Payable for Securities	28,360,513
Other Liabilities	358,238,623
Special Reserve-Guaranty Fund	<u>1,000,000</u>

TOTAL LIABILITIES	10,123,396,936
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Guaranty Surplus Fund	1,000,000
Capital Paid Up	20,000,000
Surplus	<u>5,485,405,546</u>

Surplus as Regards Policyholders	<u>5,506,405,546</u>
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TOTAL ASSETS	<u>\$15,629,802,482</u>
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TOTAL LIABILITIES & SURPLUS	<u>\$15,629,802,482</u>
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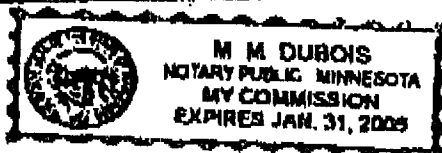
Securities carried at \$702,668,146 in the foregoing statement, are deposited as required by law.

STATE OF MINNESOTA)
) SS
 COUNTY OF RAMSEY)

John C. Treacy, Vice President and Controller of the St. Paul Fire and Marine Insurance Company, being duly sworn, deposes and says that he is the above described officer of said company; that said company is a corporation duly organized, existing and engaging in business as a surety company under and by virtue of the laws of the State of Minnesota, and has duly complied with all requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that the above is a true statement of the assets and liabilities of said company of the 31st day of December, 2000.

Subscribed and sworn to before me this 15th day of March, 2001

M M DuBois



J C Treacy
 John C. Treacy, Vice President and Controller

ACKNOWLEDGMENT OF ANNEXED INSTRUMENT

State of New York

County of New York

On August 15, 2001 before me personally came Terry Ann Gonzales-Selman, to me known, who being by me duly sworn, did depose and say that he/she resides in NEW YORK; that he/she is Attorney-in-Fact of St. Paul Fire and Marine Insurance Company the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

DEBORAH A. BATTS
NOTARY PUBLIC, State of New York
No. 01SM5056118
Qualified in New York County
Commission Expires Feb. 26, 2002

Commission Expires

Deborah Batts
Notary Signature

The St Paul**POWER OF ATTORNEY**

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22467

Certificate No.

760467

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Migdalia Otero, Paula Yip-Ying, J. Holland, Shirley Dewely, Vincent Moy, Theresa Giraldo, Ana W. Oliveras, Tracey D. Watson, Terry Ann Gonzales-Selman, Robyn Walsh, Beverly Woolford, Christopher J. McCarty, Debra L. Teplitzky, Richard Ambrose, Miki Contrera, Sally McGrath, Ivette Pimicnta and Francesca M. Papa

New York

New York

of the City of _____, State _____, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 2nd day of April, 2001.

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.



State of Maryland
 City of Baltimore

JOHN F. PHINNEY, Vice President

THOMAS E. HUIBREGTSE, Assistant Secretary

On this 2nd day of April, 2001, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.



Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

STATE OF NEW JERSEY
COUNTY OF SOMERSET

On this 15TH day of AUGUST, 2001, before me, the undersigned
notary public, personally came: Paul Riley to me known and who, being duly
sworn by me, did depose and say that he works in Basking Ridge, New Jersey and
that he is the Assistant Secretary of the corporation described within and that he
executed the foregoing instrument.

Judith A. Sowinski
(Notary Public)

JUDITH A. SOWINSKI
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/27/2005



**THIS BOND REPLACES AND SUPERSEDES BOND NO. U1864900-396 ISSUED BY
UNITED PACIFIC INSURANCE COMPANY ON JULY 8, 1996**

FRANCHISE BOND

Bond No. SK8879

KNOW ALL MEN BY THESE PRESENTS, That we, MediaOne of Colorado, Inc., a subsidiary of AT&T Corp., as Principal, and St. Paul Fire and Marine Insurance Company, a corporation of the State of Minnesota, as Surety, are held and firmly bound unto **The City of Atlanta, 55 Trinity Avenue-Southwest, Atlanta, GA 30335**, as Obligee, in the sum of **Two Hundred Fifty Thousand & 00/100 Dollars (\$250,000.00)**, lawful money of the United States of America, to be paid unto said Obligee, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Above bound Principal has entered into a written agreement with the Obligee which grants a Franchise to the Principal to use its public streets and places to transmit and distribute electrical impulses through an open line-coaxial antenna system located therein. Principal has agreed to faithfully perform and observe and fulfill all terms and conditions of said Franchise agreement referred to above and said agreement is hereby made a part of this bond with like force and effect as if herein set forth in length.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well fully indemnify and reimburse the obligee for any loss that they may suffer through the failure of the Principal to faithfully observe and perform all obligations and duties imposed upon the Principal by said Franchise agreement, for which a bond must be posted, then the above obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder, that in event of any default on the part of the Principal, a written statement of the particular facts of such default shall be within thirty (30) days, delivered to Surety at 233 Broadway, New York, New York 10239 by registered mail.

PROVIDED, HOWEVER, That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced within twelve (12) months after the effective date of any termination or cancellation of this bond.

PROVIDED, HOWEVER, that no right of action shall accrue under this bond to or for the use of any person other than the Obligee, and its successors and assigns.

PROVIDED, HOWEVER, that this bond may be terminated or cancelled by Surety by thirty (30) days prior notice in writing from Surety to Principal and to Obligee, such notice to be given by certified mail. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.

IN WITNESS WHEREOF, the Principal and Surety have signed and sealed this instrument this 15th day of August 2001.

MediaOne of Colorado, Inc.,
A subsidiary of AT&T Corp.

By: Paul Riley
Paul Riley, Assistant Secretary

St. Paul Fire and Marine Insurance Company

By: Terry Ann Gonzales-Selman
Terry Ann Gonzales-Selman, Attorney-in-Fact

MARSH**CERTIFICATE OF INSURANCE**CERTIFICATE NUMBER
NYC-000618380-02

PRODUCER

Marsh USA Inc.
1166 Avenue of the Americas
New York, NY 10036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

021000-Broad-02-03

INSURED

MediaOne of Colorado, Inc.
AT&T Broadband
2925 Coutyards Drive
Norcross, GA 30071

COMPANY

A OLD REPUBLIC INSURANCE COMPANY

COMPANY

B NATIONAL UNION FIRE INS. CO OF PA

COMPANY

C N/A

COMPANY

D AMERICAN HOME ASSURANCE CO

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MWZY 55616	10/15/02	10/15/05	GENERAL AGGREGATE \$ N/A
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADY INJURY \$ 2,500,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,500,000
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	MWTB 18496	10/15/02	10/15/05	COMBINED SINGLE LIMIT \$ 2,500,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
B	OTHER	4161543 - AOS	10/15/02	10/15/03	EL DISEASE-POLICY LIMIT \$
B	Excess Worker's Compensation	4161542 - MN	10/15/02	10/15/03	EL DISEASE-EACH EMPLOYEE \$
B	and	4161541 - WI	10/15/02	10/15/03	
D	Employer's Liability	4161540 - NY	10/15/02	10/15/03	\$5MM WC/\$2MM EL - In all states in which AT&T is approved for self-insurance.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is named as Additional Insured on the General Liability Policy if required by written contract, up to the limit required by the contract, not exceeding the policy limit. Franchise Agreement Best Ratings: Company A and Company B = A- XII

CERTIFICATE HOLDER

City of Atlanta
55 Trinity Avenue SW, Suite 2500
Attn: Cable Franchise Coordinator/ COS
Atlanta, GA 30335-0319

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: RoseMarie Melillo

RoseMarie Melillo

MM1(3/02)

VALID AS OF: 11/01/02